

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

AMERISURE MUTUAL INSURANCE §
COMPANY, §
§
Plaintiff, §
§
VS. § CIVIL ACTION:
§
§
ARCH SPECIALTY INSURANCE §
COMPANY, §
§
§
Defendant. §

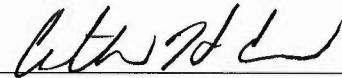
INDEX OF DOCUMENTS FILED IN STATE COURT

Pursuant to 28 U.S.C. § 1446(a), Defendant Bank of America, N.A. hereby submits the following Index of Documents Filed in State Court, as of the date Defendant filed its Notice of Removal, and as of the date of this Index being filed.

<u>EXHIBIT NO.</u>	<u>PARTY</u>	<u>DOCUMENT FILED</u>	<u>DATE FILED</u>
1.	Plaintiff	Original Petition	March 5, 2012
2.	Plaintiff	Civil Case Information Sheet	March 5, 2012
3.	Plaintiff	Civil Process Request	March 5, 2012
4.	Court	Citation upon Defendant	March 5, 2012
5.	Court	Notice of Service of Citation upon Defendant	March 8, 2012
6.	Court	Case Activity Inquiry (Print Screen)	As of April 2, 2012
7.	Court	Case Setting History (Print Screen)	As of April 2, 2012
8.	Defendant	Original Answer	April 2, 2012

Respectfully submitted,

WILSON, ELSER, MOSKOWITZ
EDELMAN & DICKER LLP



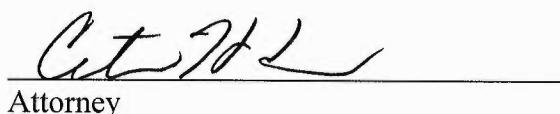
Cathlynn H. Cannon
State Bar No.: 03747500
Bank of America Plaza
901 Main Street, Suite 4800
Dallas, Texas 75202
Telephone: 214/698-8000
Facsimile: 214/698-1101
Cathlynn.Cannon@wilsonelser.com

ATTORNEYS FOR DEFENDANT
ARCH SPECIALTY INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been forwarded to the following counsel of record via certified mail, return receipt requested, on this the 2ND day of April, 2012:

Fred L. Shuchart, Esq.
Cooper & Scully, P.C.
700 Louisiana St., Suite 3850
Houston, Texas 77002



Ct H L
Attorney

EXHIBIT 1

Filed 12 March 5 P4:13
Chris Daniel - District Clerk
Harris County
ED101J016761207
By: Nelson Cuero

2012-13337 / Court: 125

CAUSE NO _____

AMERISURE MUTUAL INSURANCE) IN THE DISTRICT COURT OF
COMPANY)
)
V.) HARRIS, COUNTY TEXAS
)
ARCH SPECIALTY INSURANCE)
COMPANY) JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff Amerisure Mutual Insurance Company ("Amerisure"), pursuant to § 37.001 *et seq* of the Texas Civil Practices and Remedies Code and files this its Original Petition and states as follows:

PARTIES

1. Amerisure is a corporation duly organized and existing under the laws of the state of Michigan with its principal place of business located in Farmington Hills, Michigan.

2. Defendant Arch Specialty Insurance Company ("Arch") is a corporation duly organized and existing under the laws of the State of Nebraska with its principal place of business located in Jersey City, New Jersey. Arch can be served with process by serving its agent for service in Texas, the Commissioner of Insurance, Mike Geeslin, at 333 Guadalupe Street, Austin, Texas 78701.

JURISDICTION AND VENUE

3. This Court has jurisdiction because the amount in controversy exceeds the minimum jurisdictional limits of this court.

4. Venue is proper in this Court because all or a substantial portion of the cause of action occurred in Harris County, Texas.

FACTUAL BACKGROUND

5. On or about March 12, 2006, Amerisure Mutual Insurance Company issued to Admiral Glass & Mirror, Co. ("Admiral") a Texas Commercial Package Policy, policy number CPP2035108000000, with a policy period of March 12, 2006 to March 12, 2007 ("Amerisure Policy"). The Amerisure Policy contains an Endorsement that makes the coverage afforded under the Policy excess over any coverage afforded by a controlled insurance program policy.

6. On or about March 17, 2006, Defendant Arch issued to Endeavor Highrise LP and all Contractors and Subcontractors in the Owner Controlled Insurance Program a Texas OCIP policy, policy number GAC 0013856 00, with a policy period of March 17, 2006 to April 1, 2008 ("OCIP policy"). The OCIP Policy provides, in pertinent part:

COMMERCIAL GENERAL LIABILITY COVERAGE CGL0098 00 07 03

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages.

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A or B** or medical expenses under **Coverage C**.

SUPPLEMENTARY PAYMENTS –

COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- All expenses we incur.

- b.** Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies.....
- c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit",....
- e.** All costs taxed against the insured in the "suit".
- f.** Prejudgment interest awarded against the insured on that part of the judgment we pay.....
- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

CONSTRUCTION PROJECT ENDORSEMENT – VERSION I
CGL0110 00 01 06

- A.** This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction operations at the project shown in the above **Project Schedule**, hereafter referred to as the Project, subject to the terms and conditions of this endorsement and the policy to which it is attached.

- D.** The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "property damage" to the Project or any part of the Project that occurs during the course of construction. The Project or any part of the Project will be deemed to be within the course of construction until the Project is deemed completed in accordance with subparagraph E. 2. of this endorsement.

- G.** Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

This insurance is primary and non-contributory with respect to the Project,
....

**SUPPLEMENTARY PAYMENTS REDUCE THE LIMITS OF INSURANCE:
DEDUCTIBLE POLICY ENDORSEMENT**

It is hereby understood and agreed that “**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**” within “**SECTION I – COVERAGES**”, is amended as follows:

The provision:

“These payments will not reduce the limits of insurance.”

is deleted in its entirety and is replaced with the following provision:

“These payments **will reduce** the limits of insurance.”

It is hereby further understood and agreed that “**SECTION III – LIMITS OF INSURANCE**” is amended to include the following provision:

All Limits of Insurance are reduced by the payment of those amounts set forth within “**SUPPLEMENTARY PAYMENTS – COVERAGES AND B**” within “**SECTION I – COVERAGES**”.

All other terms and conditions of this Policy remain unchanged.

7. On or about June 7, 2010, Endeavor Highrise, LP filed suit against Admiral, among others, in the lawsuit styled *David Jones, Chapter 11 Trustee of Endeavor Highrise, PP and Endeavor Condominium Association, Inc. v. N Sky Construction, LLC, et al*; Cause No. 2010-35189; In the 190th Judicial District Court of Harris County, Texas (“Underlying Lawsuit”). The Underlying Lawsuit was subsequently removed to Federal Court.

8. In the Underlying Lawsuit, Plaintiff alleges that Admiral was a subcontractor on the project and that Admiral’s work was faulty which resulted in damages.

9. As a result of the Underlying Lawsuit, Admiral tendered the lawsuit to Amerisure who, in turn, tendered it to Arch on behalf of Admiral. Arch did not accept the tender right away and as a result, Amerisure incurred defense costs and expenses in providing Admiral a defense in the Underlying Lawsuit until Arch took over the defense of Admiral.

10. Upon information and belief, Arch settled another claim involving damages that occurred while the project was under construction.

11. Arch accepted the defense of Admiral under a reservation of rights. In Arch's reservation of rights letter, Arch asserted that a previous payment reduced the available policy limits. Arch also took the position that any sums paid for defense costs and expenses would reduce the available policy limits.

12. Arch has taken the position that the attorney's fees and expenses paid by it to defend the Underlying lawsuit and the payment made for damages during construction reduce the policy limits and that its duty to defend ends when its pays the limits in damages and defense costs. As a result, a dispute between the parties has arisen regarding whether the payment and defense costs and expenses reduce the policy limit.

13. An actual controversy exists between the parties because Amerisure believes that the payment and defense costs and expenses do not reduce the policy limits while Arch takes the opposite position. Arch's position affects Amerisure because its duties under the Amerisure policy are contingent on Arch's duties under the OCIP policy. Additionally, Arch has failed to reimburse Amerisure for the defense costs and expenses it incurred in providing Admiral a defense after the tender to Arch.

14. As a result of the coverage dispute herein and breach of the OCIP policy by Arch, Amerisure has been required to engage the services of the undersigned to prosecute this lawsuit and have been forced to incur reasonable, necessary and customary attorney's fees and expenses.

15. As a result of payments made by Amerisure, Amerisure is subrogated to Admiral's rights with respect to Arch's obligations and/or entitled to contribution.

CAUSES OF ACTION

16. Amerisure incorporates by reference, as if fully set forth herein, paragraphs 1 through 15, inclusive.

17. The OCIP policy provides coverage to Admiral which is primary and non-contributing and the Amerisure policy provides coverage which is excess over the OCIP policy. Accordingly, Arch is responsible for all defense costs and expenses incurred after tender.

18. Arch's failure to reimburse Amerisure for the defense costs and expenses incurred by Amerisure after the matter was tendered to Arch constitutes a breach of the OCIP policy.

19. Arch's breach of the OCIP policy has damaged Amerisure.

20. As a result of Arch's breach of contract, Amerisure is entitled to recover its reasonable, necessary and customary attorney's fees and expenses for bringing this suit.

21. Arch's position that the payment of the damage claim and defense costs and expenses reduces the policy limits and its duty to defend is contrary to the terms of the OCIP policy and would constitute a breach of the OCIP policy.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Amerisure Mutual Insurance Company respectfully prays that this Honorable Court declare that the payment for damages occurring during construction and payment of defense costs and expenses do not reduce the OCIP policy limits or, in the alternative, Arch's duty to defend continues until it has paid the policy limits in judgments or settlements regardless of the amount of defense costs and expenses incurred; award Amerisure the attorney's fees and expenses incurred by it in providing Admiral a defense in the Underlying Lawsuit; award Amerisure its reasonable, customary and necessary attorney's fees and expenses incurred in bringing this lawsuit; award Amerisure pre- and post-judgment interest; and for such other and further relief this Court may deem just and proper.

Respectfully submitted,

COOPER & SCULLY, P.C.

By: 

FRED L. SHUCHART

SBN 18316250

700 Louisiana St., Suite 3850

Houston Texas 77002

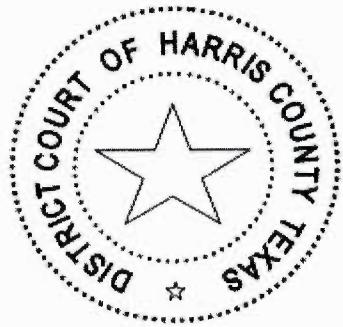
(713) 236-6800 - Telephone

(713) 236-6880 - Facsimile

ATTORNEYS FOR PLAINTIFF

AMERISURE MUTUAL INSURANCE

COMPANY



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 2, 2012

Certified Document Number: 51538113 Total Pages: 7

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 2

CIVIL CASE INFORMATION SHEET

Filed 12 March 05 P4:13

Chris Daniel - District Clerk

Court (FOR CLERK USE ONLY) Harris County

ED101J016761207

By: NelsonCuero

CAUSE NUMBER (FOR CLERK USE ONLY):

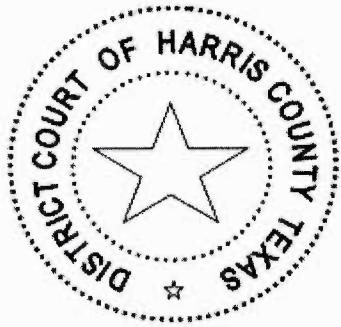
2012-13337 / Court: 125

STYLED Amerisure Mutual Insurance Company v. Arch Specialty Insurance Company

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. This sheet, approved by the Texas Judicial Council, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet:		Names of parties in case:		Person or entity completing sheet is:
Name: Fred L. Shuchart	Email: fred@cooperscully.com	Plaintiff(s)/Petitioner(s): Amerisure Mutual Insurance Company	<input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____	
Address: 700 Louisiana St, #3850	Telephone: (713) 236-6800	Defendant(s)/Respondent(s): Arch Specialty Insurance Company	Additional Parties in Child Support Case:	
City/State/Zip: Houston, TX 77002	Fax: (713) 236-6880		Custodial Parent: _____	
 State Bar No: 18316250			Non-Custodial Parent: _____	
[Attach additional page as necessary to list all parties]				
2. Indicate case type, or identify the most important issue in the case (select only 1):				
Civil				
Contract	Injury or Damage	Real Property	Marriage Relationship	Family Law
	<input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage: <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax	<input type="checkbox"/> Eminent Domain/ Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: <input type="checkbox"/> Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus— Pre-indictment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities <input type="checkbox"/> of Minority <input type="checkbox"/> Other: _____	<input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child
Employment	Other Civil		Other Family Law	
	<input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property	<input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____		
Tax	Probate & Mental Health			
	Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings		<input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____	
3. Indicate procedure or remedy, if applicable (may select more than 1):				
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action	<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 2, 2012

Certified Document Number: 51538114 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 3

Filed 12 March 05 P4:13
 Chris Daniel - District Clerk
 Harris County
 ED101J016761207

CIVIL PROCESS REQUEST

2012-13337 / Court: 125

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING PER PARTY
 FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: _____

CURRENT COURT: _____

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): Plaintiff's Original Petition

FILE DATE OF MOTION: _____
 Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: Arch Specialty Insurance Company

ADDRESS: 333 Guadalupe Street, Austin, Texas 78701

AGENT, (if applicable): Commission of Insurance

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): Citation - Commission of Insurance

SERVICE BY (check one):

<input type="checkbox"/> ATTORNEY PICK-UP	<input type="checkbox"/> CONSTABLE
<input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____	Phone: _____
<input type="checkbox"/> MAIL	<input checked="" type="checkbox"/> CERTIFIED MAIL
<input type="checkbox"/> PUBLICATION:	
Type of Publication:	<input type="checkbox"/> COURTHOUSE DOOR, or <input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____
<input type="checkbox"/> OTHER, explain _____	

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

<input type="checkbox"/> ATTORNEY PICK-UP	<input type="checkbox"/> CONSTABLE
<input type="checkbox"/> CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____	Phone: _____
<input type="checkbox"/> MAIL	<input type="checkbox"/> CERTIFIED MAIL
<input type="checkbox"/> PUBLICATION:	
Type of Publication:	<input type="checkbox"/> COURTHOUSE DOOR, or <input type="checkbox"/> NEWSPAPER OF YOUR CHOICE: _____
<input type="checkbox"/> OTHER, explain _____	

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: Fred L. Shuchart TEXAS BAR NO./ID NO. 18316250

MAILING ADDRESS: 700 Louisiana St., Suite 3850, Houston, TX 77002

PHONE NUMBER: 713 area code 236-6800 phone number FAX NUMBER: 713 area code 236-6880 fax number

EMAIL ADDRESS: fred@cooperscully.com



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 2, 2012

Certified Document Number: 51538115 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 4

CONFIRMED FILE DATE: 3/6/2012

CAUSE NO. 201213337

RECEIPT NO. 433314
03-05-201270.00 CTM
TR # 72758675PLAINTIFF: AMERISURE MUTUAL INSURANCE COMPANY
vs.
DEFENDANT: ARCH SPECIALTY INSURANCE COMPANYIn The 125th
Judicial District Court
of Harris County, Texas
125TH DISTRICT COURT
Houston, TX

CITATION (INSURANCE COMMISSION CORPORATE)

THE STATE OF TEXAS
County of HarrisTO: ARCH SPECIALTY INSURANCE COMPANY (CORPORATION) BY SERVING ITS AGENT
FOR SERVICE IN TEXAS COMMISSIONER OF INSURANCE MIKE GEESLIN
333 GUADALUPE STREET AUSTIN TX 78701

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 5th day of March, 2012, in the above cited cause number
and court. The instrument attached describes the claim against you.YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a
written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday
next following the expiration of 20 days after you were served this citation and petition,
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 6th day of March, 2012, under my hand and
seal of said Court.Issued at request of:SHUCHART, FRED L.
700 LOUISIANA, SUITE 3850
HOUSTON, TX 77002
Tel: (713) 236-6800
Bar No.: 18316250CHRIS DANIEL, District Clerk
Harris County, Texas
201 Caroline Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

GENERATED BY: CUERO, NELSON 7MM/7MM/9236919

OFFICER/AUTHORIZED PERSON RETURN

Received on the _____ day of _____, _____, at _____ o'clock _____ M., and
 executed the same in _____ County, Texas, on the _____ day of _____, _____, at
 _____ o'clock _____ M., by summoning the _____
 by delivering to _____, in person _____
 a corporation < _____
 by leaving in the principal office during office hours
 of the said _____

a true copy of this notice, together with accompanying copy of

Serving _____ copy _____ \$ _____

By _____ Deputy _____

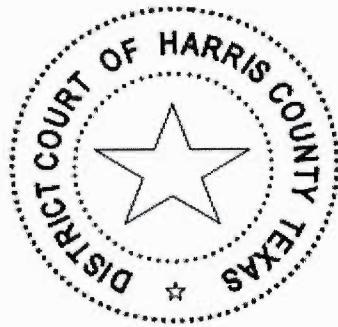
Affiant

On this day, _____, known to me to be the person whose
 signature appears on the foregoing return, personally appeared. After being by me duly sworn,
 he/she stated that this citation was executed by him/her in the exact manner recited on the
 return.

SWEORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____,

Notary Public





I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 2, 2012

Certified Document Number: 51547997 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 5

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Arch Specialty Insurance Company
By serving its agent for service
Texas Commissioner of Insurance Mike Geeslin
333 Guadalupe Street
Austin, Texas 78701

COMPLETE THIS SECTION ON DELIVERY

A. Signature



Agent
 Addressee

B. Received by (Printed Name)

RECEIVED

A. 8 2012

TEXAS DEPT. OF INSURANCE
MAILROOM

C. Date of Delivery

D. Is delivery address same as on front?
If YES, enter delivery address below:

2012-13337 125TH COURT

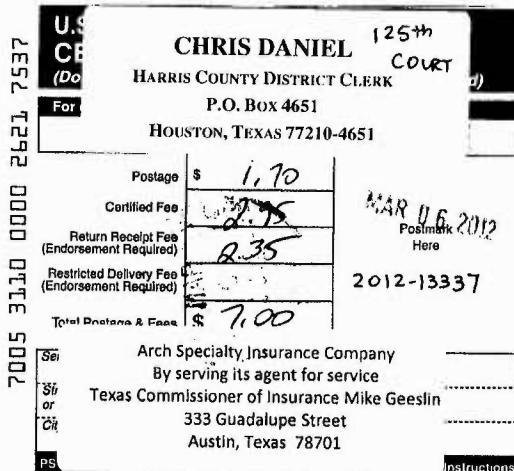
2. Article Number
(Transfer from service label)

7005 3110 0000 2621 7537

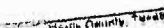
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



FILED
Chris Daniel
District Clerk
MAR 12 2012

Time: 
By: 

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 2, 2012

Certified Document Number: 51651298 Total Pages: 1

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 6

Activity Inquiry

Which Case do you need information about? Enter the 9-digit Case Number (four-digit year and five-digit number)	<input type="text" value="2012-13337"/>
<input type="button" value="Submit"/> <input type="button" value="Reset"/>	

NO DOCKET RECORDS FOUND

| [Search Menu](#) | [Civil Courts Home](#) | [FAQ](#) |

Harris County Administrative Offices of the District Courts 2006

Site best viewed in 1024X768 Resolution. For questions or comments [Contact Us](#) [justex.net](#)

EXHIBIT 7

Case Setting History Inquiry

Which Case do you need information about? Enter the 9-digit Case Number (four-digit year and five-digit number)	<input type="text" value="2012-13337"/>
<input type="button" value="Submit"/> <input type="button" value="Reset"/>	

NO DOCKET RECORDS FOUND

| [Search Menu](#) | [Civil Courts Home](#) | [FAQ](#) |

Harris County Administrative Offices of the District Courts 2006

Site best viewed in 1024X768 Resolution. For questions or comments [Contact Us.](#) [justex.net](#)

EXHIBIT 8

CAUSE NO. 2013-13337

AMERISURE MUTUAL INSURANCE COMPANY,	§	IN THE DISTRICT COURT
Plaintiff,	§	
VS.	§	125 TH JUDICIAL DISTRICT
ARCH SPECIALTY INSURANCE COMPANY,	§	
Defendant.	§	HARRIS COUNTY, TEXAS

**ORIGINAL ANSWER AND GENERAL DENIAL OF DEFENDANT
ARCH SPECIALTY INSURANCE COMPANY**

TO: THE HONORABLE JUDGE OF THIS COURT:

NOW COMES Arch Specialty Insurance Company ("Defendant") and file this its Original Answer and General Denial to Plaintiff's Original Petition.

Defendant respectfully shows the Court as follows:

I.
GENERAL DENIAL

As authorized by Rule 92 of the Texas Rules of Civil Procedure, Defendant denies all (each and every / all and singular) of the material allegations contained in Plaintiffs' Original Petition, including any amendment and/or supplement thereto, and demand strict proof thereof.

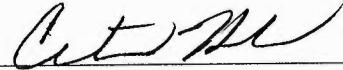
II.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant Arch Specialty Insurance Company hereby prays that Plaintiff Amerisure Mutual Insurance Company take nothing from Arch in and/or by way of this action, that Defendant be awarded and recover all costs and fees

incurred, and that Defendant be awarded and recover such other and further relief to which it may show itself justly entitled.

Respectfully submitted,

WILSON, ELSER, MOSKOWITZ
EDELMAN & DICKER LLP



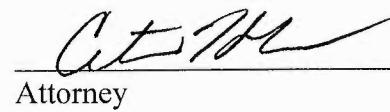
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ATTORNEYS FOR DEFENDANT
ARCH SPECIALTY INSURANCE
COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been forwarded to the following counsel of record via certified mail, return receipt requested, on this the 2ND day of April, 2012:

Fred L. Shuchart, Esq.
Cooper & Scully, P.C.
700 Louisiana St., Suite 3850
Houston, Texas 77002



Attorney